

Exhibit B

Addendum

*[David Carlson's signatures removed in order to file;
ECF identified as impermissible annotation]*

ADDENDUM
to the Bill of sale and assignment and assumption agreement dated January 1, 2017

January 15, 2017

This Addendum (“**Addendum**”) is entered by and between Giga Watt, Inc., a Washington corporation (the “**Buyer**”), and Enterprise Focus, Inc., a Washington corporation, dba megabigpower.com, which is owned by David M. Carlson, Jeffrey A. Field, and Rob Taves (collectively the “**Owners**”), and David M. Carlson, individually (collectively and jointly the “**Seller**”), referred to together as the **Parties**.

Whereas,

- a) The Parties entered into Bill of sale and assignment and assumption agreement dated January 1, 2017 (the “**Agreement**”) regarding sale of certain assets listed in Schedule 1 to the Agreement;
- b) The Buyer has conducted a preliminary due diligence of the Assets,

Therefore, the Parties agree as follows:

1. Change of Consideration Amount: The Parties decided to change the amount of Consideration in Section 3 of the Agreement as follows:

3. Consideration. *In exchange for the assets of the Seller sold, conveyed, assigned and transferred under this Agreement, the Buyer agrees to provide a consideration in the amount of US\$1,000,000 (one million U.S. Dollars) (the “**Consideration Amount**”).*

2. Change of Method of Payment: The Parties decided to change the method of payment in Section 5 of the Agreement as follows:

5. Method of Payment. *Payment should be made within eight (8) months following the date of this Addendum in a legal tender of the United States of America in immediately available funds to an account designated by the Seller. If the Seller has not received the payment in full on or before September 15, 2017 (the “**Due Date**”), an interest rate of 22.73% per year shall be applied to the Consideration Amount starting from the day following the Due Date.*

3. Entire Agreement. This Addendum constitutes the entire agreement between the parties in relation to the subject matter of this Addendum, and supersedes all previous agreements (oral or written in any form whatsoever), arrangements and understandings between the Parties.

4. Governing Law. This Addendum shall be governed by and construed in accordance with the law of the State of Washington.

5. Arbitration. All disputes arising out of or in connection with the Addendum and the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be San Francisco, CA, USA. The language of arbitration proceedings shall be English.

Each of the undersigned has caused this Addendum to be duly executed and delivered as of the date first written above.

BUYER:

Giga Watt, Inc., a Washington corporation


By: Mr. Leonid Markin, President

01/15/2017
Date:

SELLER:

Enterprise Focus, Inc., a Washington corporation

By: David M. Carlson, CEO

Date:

David M. Carlson, individually

Date:

OWNERS:

David M. Carlson

Date:

Jeffrey A. Field

Date:

Rob Taves

Date: